Company Tracking Number: 5512

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders ARI-1014 (03-11), et al

Project Name/Number: FGLIC-1/159/159

Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: Annuity Riders ARI-1014 (03- SERFF Tr Num: FRCS-127115789 State: Arkansas

11), et al

TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved-State Tr Num: 48455

Closed

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: 5512 State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Exselsa Cartwright Disposition Date: 04/13/2011
Date Submitted: 04/08/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

Filing Type: Form

General Information

Project Name: FGLIC-1/159 Status of Filing in Domicile: Pending

Project Number: 159 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted on or

about this same date.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 04/13/2011
State Status Changed: 04/13/2011

Deemer Date: Created By: Exselsa Cartwright

Submitted By: Exselsa Cartwright Corresponding Filing Tracking Number:

Filing Description:

We have been retained by OM Financial Life Insurance Company to file the enclosed forms for approval in your state.

Enclosed for your review and approval are 3 new indexed interest crediting options riders. These forms are new and do not replace any form currently on file with your Department.

The above fixed indexed interest crediting option riders are similar to rider forms OM MA2 2008, OM PTP2 2008, OM MPTP 2008 which were approved by your department on 06/03/09. However, the above new crediting option riders have been updated to include the following language "...less rider charges, if any..." in the Account Values provision of

Company Tracking Number: 5512

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders ARI-1014 (03-11), et al

Project Name/Number: FGLIC-1/159/159

the riders. This will disclose that riders charges may deducted when applicable. Also the Annuity Date provision was updated to add the term Maturity Date which will only print when attached to those policies that use the term Maturity Date instead of Annuity Date. Finally, the only other difference is the form numbers.

Similar to previously approved riders, these new crediting option riders ARI-1014 (03-11), ARI-1015 (03-11) and ARI-1016 (03-11) may provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in the Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an index interest crediting formula which uses the changes in the index as part of its calculation.

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the monthly averaged values of an index, monthly point-to-point values of an index, or the point-to-point values of an index.

Agents licensed to do business in your state, including through financial institutions, will market these riders. The issue ages are 0 through 85. Initially, these riders may be used with Deferred Annuity form currently approved; however, these forms may also be attached to any future approved fixed indexed annuity.

All assets supporting any fixed indexed interest crediting options will be held in the Company's general account. Based on the fixed indexed interest crediting option guarantees and the holding of assets in the general account, the fixed indexed interest crediting options are appropriately regulated under state insurance law and registration is not required under state and federal securities laws.

Enclosed are actuarial materials for the annuity riders. All forms are actuarially sound, and the benefits are reasonable.

Any bracketed language within the form is intended to be variable. A statement of variability is enclosed clarifying the bracketed fields.

The forms have been written in clear and simplified language and have passed the Flesch Reading Ease test. The forms are in final printed format subject only to changes in formatting, font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

Our fee of \$375 has been sent by EFT on this same date. This fee is based on the domicile state.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your

Company Tracking Number: 5512

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders ARI-1014 (03-11), et al

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assistance.

Company and Contact

Filing Contact Information

Exselsa Cartwright, Senior Compliance exselsa.cartwright@firstconsulting.com

Specialist

1020 Central 800-927-2730 [Phone] 2757 [Ext]

Suite 201 816-391-2755 [FAX]

Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

OM Financial Life Insurance Company CoCode: 63274 State of Domicile: Maryland

1001 Fleet Street Group Code: 2598 Company Type:
Baltimore, MD 21202 Group Name: State ID Number:

(888) 697-5433 ext. [Phone] FEIN Number: 52-6033321

Filing Fees

Fee Required? Yes
Fee Amount: \$375.00
Retaliatory? Yes

Fee Explanation: 3 forms X \$125 (domicile fee) = \$375.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

OM Financial Life Insurance Company \$375.00 04/08/2011 46426062

 SERFF Tracking Number:
 FRCS-127115789
 State:
 Arkansas

 Filing Company:
 OM Financial Life Insurance Company
 State Tracking Number:
 48455

Company Tracking Number: 5512

TOI: A07I Individual Annuities - Special Sub-TOI:

Product Name: Annuity Riders ARI-1014 (03-11), et al

Project Name/Number: FGLIC-1/159/159

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/13/2011	04/13/2011

A07I.001 Equity Indexed

Company Tracking Number: 5512

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders ARI-1014 (03-11), et al

Project Name/Number: FGLIC-1/159/159

Disposition

Disposition Date: 04/13/2011

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FRCS-127115789
 State:
 Arkansas

 Filing Company:
 OM Financial Life Insurance Company
 State Tracking Number:
 48455

Company Tracking Number: 5512

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders ARI-1014 (03-11), et al

Project Name/Number: FGLIC-1/159/159

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Monthly Average Fixed Indexed Crediting)	Yes
	Option Rider		
Form	Monthly Point-to-Point Indexed Crediting		Yes
	Option Rider		
Form	Point-to-Point Fixed Interest Crediting		Yes
	Option Rider		

 SERFF Tracking Number:
 FRCS-127115789
 State:
 Arkansas

 Filing Company:
 OM Financial Life Insurance Company
 State Tracking Number:
 48455

Company Tracking Number: 5512

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders ARI-1014 (03-11), et al

Project Name/Number: FGLIC-1/159/159

Form Schedule

Lead Form Number: ARI-1014 (03-11)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ARI-1014 (03-11)	Policy/Cont Monthly Average ract/Fratern Fixed Indexed al Crediting Option Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.100	ARI-1014 _03-11_ Monthy Average Indexed Interest Option Rider _Final_dist- ocr.pdf
	ARI-1015 (03-11)	Policy/Cont Monthly Point-to- ract/Fratern Point Indexed al Crediting Option Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.600	ARI-1015 _03-11_ Monthly PTP Indexed Interest Option Rider _Final_dist- ocr.pdf
	ARI-1016 (03-11)	Policy/Cont Point-to-Point Fixed ract/Fratern Interest Crediting al Option Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		54.100	ARI-1016 _03-11_ PTP Indexed Interest Option Rider _Final_dist- ocr.pdf

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

<u>Contract.</u> When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

<u>Index.</u> The index is the [Standard & Poor's 500 Composite Stock Price Index (which excludes dividends)] or the ["Dow Jones Industrial Average SM" (which excludes dividends)] as applicable. [The applicable index is shown on the Information page.]

You, Your. The Owner of the Contract.

Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an index interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the monthly averaged values of an index. The Information page shows the index crediting options available on the rider's effective date and any allocated initial premium, index, index crediting period, and any applicable cap, participation, or spread rate for the option.

Cost of Rider

There is no charge or fee for this rider.

Account Value

This option's account value equals any premium allocated to this option, plus any interest credits, less any amounts previously surrendered from the option's account value, including any surrender charges thereon, less rider charges, if any, plus any adjustments for reallocations.

Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, the account value may be moved to any other option(s) in amounts of at least [\$0.00-\$50,000]. The amount remaining in the option's account value after that reallocation must be either zero, or at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Value Being Moved Into Option

On any Contract anniversary, you may move account value into this option in amounts of at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated. We will notify you once the option is no longer limited or suspended.

[Interest Payable at Death

If an owner dies before the annuity date and the Contract is fully surrendered prior to the next index crediting date, we will apply an index interest credit to the account value. The index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversaries will not change. After applying such index interest credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial_index interest credit at death is no longer limited or suspended.]

Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result of is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less any amounts surrendered and applicable surrender charges during the index crediting period that just ended.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on the rider's effective date or on a Contract anniversary.

Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

[Cap Rate

The cap rate is the maximum percentage rate that is applied at the end of the index crediting period on the index crediting date as part of the total calculation for the index interest credit. As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The cap rate will never be less than [3%] for an index crediting period.]

[Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. This rate is expressed as a percentage of any index growth. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The participation rate will never be less than [30%] for an index crediting period.

[Index Interest Credit Adjustment Rate (Spread Rate)

The spread rate is the interest rate which is subtracted from the index change in determining any index interest credit. As shown on the Information page, any applicable current spread rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than [9%] for an index crediting period.]

Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals:

- The monthly average minus the index value on the first day of the index crediting period; divided by
- The index value on the first day of the index crediting period.

Monthly Average

The index values are captured at one month intervals, from the beginning of the second month in the index crediting period to the beginning of the month of the index crediting date inclusive. The index monthly average is the sum of these monthly index values divided by the number of months in the index crediting period. Hypothetical examples are shown below. The Information page in your issued Contract shows the applicable index crediting period.

[One-Year Hypothetical Example: Assume the Contract is effective on the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 100%, the cap rate is 8.00%, and the Contract months and index values are as follows:

Beginning of Month	Index Value
1	1000
2	1010
3	1020
4	1030
5	1040
6	1050
7	1060
8	1070
9	1080
10	1090
11	1100
12	1110
13	1120

The sum of the monthly index values from the beginning of month 2 through the beginning of month 13 equals 12,780. The index monthly average is 1065 (12,780 divided by 12). The index change is the index monthly average minus the index value on the beginning of month 1 divided by the Index value at the beginning of month 1. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1065 minus 1000); divided by 1000)} less 1%; multiplied by 100% = 5.50%]. Since the resulting index interest credit of 5.50% is less than the cap rate of 8.00%, we will credit 5.50% to your account value.]

<u>Two-Year Hypothetical Example:</u> Assume the Contract is effective on the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 100%, the cap rate is 22.00%, and the Contract months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130
2	1010	15	1140
3	1020	16	1150
4	1030	17	1160
5	1040	18	1170
6	1050	19	1180
7	1060	20	1190
8	1070	21	1200
9	1080	22	1210
10	1090	23	1220
11	1100	24	1230
12	1110	25	1240
13	1120		

The sum of the monthly index values from the beginning of month 2 through the beginning of month 25 equals 27,000. The index monthly average is 1125 (27,000 divided by 24). The index change is the index monthly average minus the index value on the beginning of month 1 divided by the index value at the beginning of month 1. The index interest credit is the index change less the spread rate; the result of which is multiplied by the applicable participation rate [{(1125 minus 1000); divided by 1000)} less 1%; multiplied by 100% = 11.50%]. Since the resulting index interest credit of 11.50% is less than the cap rate of 22.00%, we will credit 11.50% to your account value.]

ARI-1014 (03-11) Page 3 [S&P500] [DJIA]

Beginning of Month	Index Value	Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130	27	1260
2	1010	15	1140	28	1270
3	1020	16	1150	29	1280
4	1030	17	1160	30	1290
5	1040	18	1170	31	1300
6	1050	19	1180	32	1310
7	1060	20	1190	33	1320
8	1070	21	1200	34	1330
9	1080	22	1210	35	1340
10	1090	23	1220	36	1350
11	1100	24	1230	37	1360
12	1110	25	1240		
13	1120	26	1250		

The sum of the monthly index values from the beginning of the month 2 through the beginning of the month 37 equals 42,660. The monthly index average is 1185 (42,660 divided by 36). The index change is the index monthly average minus the index value on the beginning of month 1 divided by the index value at the beginning of month 1. The index interest credit is the index change less the spread rate; the result of which is multiplied by the applicable participation rate [{(1185 minus 1000); divided by 1000)} less 1%; multiplied by 100% = 17.50%]. Since there is no cap rate and the resulting index interest credit of 17.50%, we will credit 17.50% to your account value.]

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between the index crediting dates, the surrender value will not include any interest index credits for the current index crediting period.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

[Annuity Date]/[Maturity Date]

If the [annuity date/maturity date] is between the index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, we will terminate the rider prior to the end any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated.

ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE AVERAGE OF MONTHLY VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Index

[S&P 500 Index

The Index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.]

[Dow Jones Index

The Index is used for calculating any index interest credit. The Index that will be used is the Dow Jones Industrial Average (which excludes dividends). "Dow Jones Industrial Average SM", and "DJIA SM" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to OM Financial Life Insurance Company, other than the licensing of the Dow Jones Industrial Average (DJIA) and its service marks for use in connection with the Contract.

Dow Jones does not:

- Sponsor, endorse, sell or promote the Contract.
- Recommend that any person invest in the Contract or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Contract.
- Have any responsibility or liability for the administration, management or marketing of the Contract. Consider the needs of the Contract or the Owners
 of the Contract in determining, composing or calculating the Dow Jones Industrial Average or have any obligation to do so.
- Dow Jones will not have any liability in connection with the Contract. Specifically, Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:
- The results to be obtained by the Contract, the Owner of the Contract or any other person in connection with the use of Dow Jones will have no liability
 for any errors, omissions or interruptions in the Dow Jones Industrial Average or its data;
- The accuracy or completeness of the Dow Jones Industrial Average and its data;
- The merchantability and the fitness for a particular purpose or use of the Dow Jones Industrial Average and its data;
- The Dow Jones Industrial Average and the data included in the Dow Jones Industrial Average;

Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.]

Signed for the Company.

OM FINANCIAL LIFE INSURANCE COMPANY

John A Phelps President

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

<u>Contract.</u> When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

<u>Index.</u> The index is the [Standard & Poor's 500 Composite Stock Price Index (which excludes dividends)] or the ["Dow Jones Industrial Average SM" (which excludes dividends)] as applicable. [The applicable index is shown on the Information page.]

You, Your. The Owner of the Contract.

Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the monthly point-to-point values of an index. The Information page shows the index crediting options available on the rider's effective date, and any allocated initial premium, index, index crediting period, and any applicable cap, participation, or spread rate for the option.

Cost of Rider

There is no charge or fee for this rider.

Account Value

This option's account value equals any premium allocated to this option, plus any interest credits, less any amounts previously surrendered from the option's account value, including any surrender charges thereon, less rider charges, if any, plus any adjustments for reallocations.

Premiums

After the initial premium, all premium payments will be allocated to the fixed index crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, the account value may be moved to any other option(s) in amounts of at least [\$0.00-\$50,000]. The amount remaining in the option's account value after that reallocation must be either zero, or at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Value Being Moved Into Option

On any Contract anniversary, you may move account value into this option in amounts of at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will then allocate this option's account value proportionately across the remaining options in which you have account value allocated. We will notify you once the option is no longer limited or suspended.

[Interest Payable at Death

If an owner dies before the annuity date and the Contract is fully surrendered prior to the next index crediting date, we will apply an index interest credit to the account value. The index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversaries will not change. After applying such index interest credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.]

Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The sum of the "capped indexed changes" for each month in index crediting period less any applicable spread; and multiplied by any applicable participation rate; multiplied by
- This option's account value on the prior index crediting date less any amounts surrendered and applicable surrender charges during the index crediting period that just ended.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on the rider's effective date or on a Contract anniversary.

Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

[Cap Rate

The cap rate is the maximum percentage rate that is applied on each monthly anniversary in determining the "capped indexed changes." As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period, and is guaranteed for that index crediting period. The cap rate will never be less than [1%] per month.]

[Capped Index Change

The capped index change is the index change reduced, if necessary, to be no greater than the cap rate.]

[Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. The participation rate is multiplied by the sum of the "capped indexed changes," less any applicable spread for each index crediting period. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for the index crediting period. The participation rate will never be less than [30%] for an index crediting period.]

[Index Interest Credit Adjustment Rate (Spread Rate)

The spread rate is the interest rate which is subtracted from the sum of the "capped indexed changes" for the index crediting period in determining any index interest credit. As shown on the Information page, any applicable current spread is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than [9%] for an index crediting period.]

Index Change

The index change is calculated on each monthly anniversary and is used to calculate any index interest credit. The index change equals the index value on the current monthly anniversary divided by the index value on the prior monthly anniversary; minus one.

Monthly Point-to-Point

An index value is captured on each monthly anniversary and is compared to the index value from the prior monthly anniversary. The value on the current monthly anniversary is divided by the value from the prior monthly anniversary. A 1 is subtracted from the result to yield a percentage which is the monthly point-to-point index change. A positive monthly point-to-point index change will be subject to a cap. A negative monthly point-to-point index change will not be subject to a cap. A "capped index change" for each month is captured for each month in the index crediting period. The sum of the index crediting period's monthly "capped index changes" is adjusted by the spread and participation rate, if applicable, and is multiplied by the option's account value to determine the index interest credit. The Information page in your issued Contract shows the applicable index crediting period. Hypothetical examples are shown below:

[Hypothetical Example: Assume the Contract's effective date is beginning of month 1. A monthly cap of 2.00% is assumed. The monthly point-topoint index change for the beginning of month 2 is calculated as 820/800-1 = 2.50%. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the beginning of month 3 is calculated as 860/820-1 = 4.88%. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the beginning of month 4 is calculated as 820/860-1 = - 4.65%. Since this index change is negative, there is no adjustment made. Shown below for sample one, two and three year index crediting periods are the monthly index changes and the sum of the monthly capped index changes. The index interest credit on the index crediting date for applicable index crediting option, assuming 0% spread rate and 100% participation rate will be as follows:

One Year MPTP: 6.36% less spread of 0% multiplied by participation rate of 100% equals 6.36%

Two Year MPTP: 3.84% less spread of 0% multiplied by participation rate of 100% equals 3.84%

Beginning of Month	Daily Index Value	Monthly Point-to-Point Index Changes	Monthly Capped Index Changes
1	800		
2	820	2.50%	2.00%
3	860	4.88%	2.00%
4	820	-4.65%	-4.65%
5	835	1.83%	1.83%
6	853	2.16%	2.00%
7	861	0.94%	0.94%
8	846	-1.74%	-1.74%
9	872	3.07%	2.00%
10	877	0.57%	0.57%
11	893	1.82%	1.82%
12	908	1.68%	1.68%
13	889	-2.09%	-2.09%
	Sum of the 12 monthly	"capped index changes" is	Total: 6.36%
14	861	-3.15%	-3.15%
15	903	4.88%	2.00%
16	922	2.10%	2.00%
17	903	-2.06%	-2.06%
18	949	5.09%	2.00%
19	911	-4.00%	-4.00%
20	877	-3.73%	-3.73%
21	893	1.82%	1.82%
22	915	2.46%	2.00%
23	909	-0.66%	-0.66%
24	948	4.29%	2.00%
25	941	-0.74%	-0.74%
	Sum of the 24 monthly	"capped index changes" is	Total: 3.84%
26	957	1.70%	1.70%
27	965	0.84%	0.84%
28	958	-0.73%	-0.73%
29	988	3.13%	2.00%
30	946	-4.25%	-4.25%
31	937	-0.95%	-0.95%
32	953	1.71%	1.71%
33	969	1.68%	1.68%
34	948	-2.17%	-2.17%
35	973	2.64%	2.00%
36	994	2.16%	2.00%
37	973	-2.11%	-2.11%
S	um of the 36 monthly "cap	ped index changes" is	Total: 5.56%]

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between the index crediting dates, the surrender value will not include any index interest credits for the current index crediting period.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

[Annuity Date/ Maturity Date]

If the [annuity date/maturity date] is between the index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, we will terminate the rider prior to the end any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated.

ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE MONTHLY POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Index

[S&P 500 Index

The Index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.]

[Dow Jones Index

The Index is used for calculating any index interest credit. The index that will be used is the Dow Jones Industrial Average (which excludes dividends). "Dow Jones Industrial Average SM", and "DJIA SM" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to OM Financial Life Insurance Company, other than the licensing of the Dow Jones Industrial Average (DJIA) and its service marks for use in connection with the Contract.

Dow Jones does not:

- Sponsor, endorse, sell or promote the Contract.
- Recommend that any person invest in the Contract or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Contract.
- Have any responsibility or liability for the administration, management or marketing of the Contract. Consider the needs of the Contract or the Owners
 of the Contract in determining, composing or calculating the Dow Jones Industrial Average or have any obligation to do so.
- Dow Jones will not have any liability in connection with the Contract. Specifically, Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:
 - The results to be obtained by the Contract, the Owner of the Contract or any other person in connection with the use of Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Industrial Average or its data;
 - The accuracy or completeness of the Dow Jones Industrial Average and its data;
 - The merchantability and the fitness for a particular purpose or use of the Dow Jones Industrial Average and its data;
 - The Dow Jones Industrial Average and the data included in the Dow Jones Industrial Average;

Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.]

Signed for the Company.

OM FINANCIAL LIFE INSURANCE COMPANY

John A The

John A Phelps President]

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This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

<u>Contract.</u> When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

<u>Index.</u> The index is the [Standard & Poor's 500 Composite Stock Price Index (which excludes dividends)] or the ["Dow Jones Industrial Average SM" (which excludes dividends)] as applicable. [The applicable index is shown on the Information page.]

You, Your. The Owner of the Contract.

Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. Any account value allocated to these options is subject to an index interest crediting formula which uses the changes in the index as part of its calculation. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index. The Information page shows the index crediting options available on the rider's effective date and any allocated initial premium, index, index crediting period, and any applicable cap, participation, or spread rate for the option.

Cost of Rider

There is no charge or fee for this rider.

Account Value

This option's account value equals any premium allocated to this option, plus any interest credits, less any amounts previously surrendered from the option's account value, including any surrender charges thereon, less rider charges, if any, plus any adjustments for reallocations.

Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, the account value may be moved to any other option(s) in amounts of at least [\$0.00-\$50,000]. The amount remaining in the option's account value after that reallocation must be either zero, or at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Value Being Moved Into Option

On any Contract anniversary, you may move account value into this option in amounts of at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated. We will notify you once the option is no longer limited or suspended.

[Interest Payable at Death

If an owner dies before the annuity date and the Contract is fully surrendered prior to the next index crediting date, we will apply an index interest credit to the account value. The index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversaries will not change. After applying such index interest credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.]

Index Interest Credit

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are calculated and applied as interest based on the formulas and definitions described herein. The index interest credit equals:

- The index change minus any applicable spread rate; multiplied by any applicable participation rate; and the result of is subject to any applicable cap rate; multiplied by
- This option's account value on the prior index crediting date less any amounts surrendered and applicable surrender charges during the index crediting period that just ended.

As shown on the Information page, if this option is not issued with a spread rate, participation rate, or cap rate, then they are not a part of any index interest credit calculation herein. The index interest credit will never be less than zero.

Index Crediting Period

The index crediting period is the period over which the performance of any index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on the rider's effective date or on a Contract anniversary.

Index Crediting Date

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

[Cap Rate

The cap rate is the maximum percentage rate that is applied at the end of the index crediting period on the index crediting date as part of the total calculation for index interest credit. As shown on the Information page, any applicable cap rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The cap rate will never be less than [3%] for an index crediting period.

[Participation Rate

The participation rate determines how much of any increase in the index will be used to calculate any index interest credits. This rate is expressed as a percentage of any index growth. As shown on the Information page, any applicable participation rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The participation rate will never be less than [30%] for an index crediting period.]

[Index Interest Credit Adjustment Rate (Spread Rate)

The spread rate is the interest rate which is subtracted from the index change in determining any index interest credit. As shown on the Information page, any applicable current spread rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The spread rate will never be greater than [9%] for an index crediting period.]

Index Change

The index change is calculated on each index crediting date and is used to calculate any index interest credit. The index change equals:

- The index value on the current index crediting date minus the index value on the prior index crediting date; divided by
- The index value on the prior index crediting date.

Point-to-Point

An index value is captured on each index crediting date and is compared to the index value from the prior index crediting date to determine the index change. Hypothetical examples are shown below. The Information page in your issued Contract shows the applicable index crediting period.

[One-Year Hypothetical Example: Assume the Contract is effective at the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 100%, the cap rate is 7.00% and the Contract's months and index values are as follows:

Beginning of Month	Index Value
1	1000
2	1010
3	1020
4	1030
5	1040
6	1050
7	1060
8	1070
9	1080
10	1090
11	1100
12	1110
13	1120

The index value at the beginning of month 13 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 13 minus the index value at the beginning of month 1; divided by the index value on the prior index crediting date. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1120 minus 1000) divided by 1000)} less 1%; multiplied by 100% = 11.00%]. Since the resulting index interest credit of 11.00% is greater than the cap rate of 7.00%, we will credit 7.00% to your account value.]

<u>[Two-Year Hypothetical Example:</u> Assume the Contract is effective at the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 60%, the cap rate is 16.00% and the contract's months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130
2	1010	15	1140
3	1020	16	1150
4	1030	17	1160
5	1040	18	1170
6	1050	19	1180
7	1060	20	1190
8	1070	21	1200
9	1080	22	1210
10	1090	23	1220
11	1100	24	1230
12	1110	25	1240
13	1120		

Two-Year Hypothetical Example

The index value at the beginning of month 25 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 25 minus the index value at the beginning of month 1; divided by the index value on the prior index crediting date. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1240 minus 1000) divided by 1000)} less 1%; multiplied by 60% = 13.80%]. Since the resulting index interest credit of 13.80% is less than the cap rate of 16.00%, we will credit 13.80% to your account value.]

<u>[Three -Year Hypothetical Example:</u> Assume the Contract is effective at the beginning of month 1, and the spread rate is 1%, the index option's participation rate is 70%, the cap rate is 28.00% and the contract's months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130	27	1260
2	1010	15	1140	28	1270
3	1020	16	1150	29	1280
4	1030	17	1160	30	1290
5	1040	18	1170	31	1300
6	1050	19	1180	32	1310
7	1060	20	1190	33	1320
8	1070	21	1200	34	1330
9	1080	22	1210	35	1340
10	1090	23	1220	36	1350
11	1100	24	1230	37	1360
12	1110	25	1240		
13	1120	26	1250		

The index value at the beginning of month 37 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 37 minus the index value at the beginning of month 1; divided by the index value on the prior index crediting date. The index interest credit is the index change less any spread rate; the result of which is multiplied by any applicable participation rate [{(1360 minus 1000)} divided by 1000)} less 1%; multiplied by 70% = 24.50%]. Since the resulting index interest credit of 24.50% is less than the cap rate of 28.00%, we will credit 24.50% to your account value.]

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum quaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between the index crediting dates, the surrender value will not include any interest index credits for the current index crediting period.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the Information page.

[Annuity Date/ Maturity Date]

[If the annuity date]/[maturity date] is between the index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

Termination of Rider

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, we will terminate the rider prior to the end any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated.

ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Index

[S&P 500 Index

The Index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.]

[Dow Jones Index

The Index is used for calculating any index interest credit. The Index that will be used is the Dow Jones Industrial Average (which excludes dividends). "Dow Jones Industrial Average SM", and "DJIA SM" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to OM Financial Life Insurance Company, other than the licensing of the Dow Jones Industrial Average (DJIA) and its service marks for use in connection with the Contract.

Dow Jones does not:

- Sponsor, endorse, sell or promote the Contract.
- Recommend that any person invest in the Contract or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Contract.
- Have any responsibility or liability for the administration, management or marketing of the Contract. Consider the needs of the Contract or the
 Owners of the Contract in determining, composing or calculating the Dow Jones Industrial Average or have any obligation to do so.
- Dow Jones will not have any liability in connection with the Contract. Specifically, Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:
- The results to be obtained by the Contract, the Owner of the Contract or any other person in connection with the use of Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Industrial Average or its data;
- The accuracy or completeness of the Dow Jones Industrial Average and its data;
- The merchantability and the fitness for a particular purpose or use of the Dow Jones Industrial Average and its data;
- The Dow Jones Industrial Average and the data included in the Dow Jones Industrial Average;

Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.]

Signed for the Company.

OM FINANCIAL LIFE INSURANCE COMPANY

John A Phelps President

Company Tracking Number: 5512

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Annuity Riders ARI-1014 (03-11), et al

Project Name/Number: FGLIC-1/159/159

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:
Attachments:

AUTHO-dist-ocr.pdf

AR COC.pdf AR RDB.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments: Attachment:

SOV 2011 Crediting Option Riders-dist-ocr.pdf



OLD MUTUAL 1001 Fleet Street Baltimore, Maryland 21202 PH 410.895.0100 1.888.697.LIFE FX 410.895.0162 www.omfn.com

March 15, 2011

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc.; 1020 Central, Suite 201; Kansas City, MO, 64105-1670, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

OM Financial Life Insurance Company

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BY:

Karen T. Lam, FLMI, AIRC

Assistant Vice President, Compliance Oversight

STATE OF ARKANSAS CERTIFICATION OF COMPLIANCE

Company Name: OM Financial Life Insurance Company

Form Title(s): Monthly Average Fixed Indexed Crediting Option Rider, Monthly Point-to-

Point Indexed Crediting Option Rider, Point-to-Point Fixed Interest Crediting Option Rider

Form Number(s): ARI-1014 (03-11), ARI-1015 (03-11), ARI-1016 (03-11)

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.

Karen Lam, FLMI, AIRC Assistant Vice President

Laren Todan

April 5, 2011

Date

STATE OF ARKANSAS READABILITY CERTIFICATION

COMPANY NAME: OM Financial Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
ARI-1014 (03-11)	55.1
ARI-1015 (03-11)	52.6
ARI-1016 (03-11)	54.1

Karen Lam, FLMI, AIRC Assistant Vice President

April 5, 2011

Date

New Form Name	Form Number
Monthly Average Fixed Indexed Interest Crediting Option Rider	ARI-1014 (03-11)
Monthly Point-to-Point Fixed Indexed Interest Crediting Option Rider	ARI-1015 (03-11)
Point-to-Point Fixed Indexed Interest Crediting Option Rider	ARI-1016 (03-11)

The following information describes the nature and scope of the variable material contained in the contract specification pages. The actual specification page an owner receives will reflect only the information based on the Owners elections. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Range
Either S&P500 Index or DJIA Index
John Doe information amount to be reallocated can vary depending on amount held in account. The minimum option range may vary between \$0.00 and \$50,000. Once issued, the minimum amount is fixed for the life of the Contract.
On new or inforce issues, the minimum option range may vary between \$0.00 and \$50,000 Once issued, the minimum amount is fixed for the life of the Contract.
On new or in force issues, the provision may vary. It may print; not print; or change. Once this provision is issued with a rider, it is fixed for life of the Contract.
For new or in force issues, the cap rate is declared by the company and is guaranteed for 1, 2, or 3 years as applicable. The Cap rate is set at issue, but may change at the beginning of each index interest crediting period. Monthly Point-to-Point index strategies are subject to a 1.00% monthly minimum cap. Monthly Average and Annual Point-to-Point index strategies are subject to a 3.00% minimum cap. See page 3 of contract.
Is available when the cap is issued. The cap rate is declared by the company and is guaranteed for 1, 2, or 3 years as applicable on the Monthly Point-to-Point Fixed Indexed Interest Crediting Option Rider.
For new or in force issues, the par rate is declared by the company and is currently 100 percent, but may change if the decision is made to increase or decrease the participation rate in the formula. The participation rate is declared by the company (Can be declared monthly or daily) and is guaranteed for an index crediting period (1, 2, or 3 years as applicable).
Once issued the rate is fixed for life of Contract. See contract Information page.
 For new or in force issues: The spread rate may vary and will not be greater than 18% for an index crediting period. For all options, when the spread rate is not applicable for a product or not being marketed for a design, we may either print a 0%, or we will omit the entire provision from the printed rider. The spread rate is declared by the company (Can be declared monthly or daily) and is guaranteed for an index crediting period (1, 2, or 3 years as applicable). See page 2 of Contract or page 2 of any index crediting options riders. Once issued the rate is fixed for life of Contract. See contract Information page.
On new or in force issues, the index crediting options and examples may vary. Only the examples applicable to the issued rider will appear.
To allow for flexibility in issuing this rider with already approved contracts that either defines Annuity date or Maturity Date. At the time of issue only the one term will show. Once issued this information is fixed for the life of the Contract.

S&P500 Index Disclosure or DJIA Index Disclosure:	For new or in force issues, the index(es) may vary. Once issued, the index is fixed for life of the Contract.
	The index(es) may vary by printing any combination of available index(es) as shown on the filed riders and on the applicable affected spec page. When the index(es) print, we may print their name, description, disclosure, and applicable corresponding footer(s) as shown on the filed riders and applicable affected spec page. Instructional statements or descriptions may or may not print.
President's Name and Title- bottom of last page of the rider	Currently, shown as John A Phelps, President and may change on new or in force issues if the President changes.